B 210A (Form 210A) (12/89)

UNITED STATES BANKRUPTCY COURT

In reLehman Brothers Holdings, Inc.	Case No. 08-13555
TRANSFER OF CLAIM OTT A CLAIM HAS BEEN FILED IN THIS CASE or de hereby gives evidence and notice pursuant to Rule 30 than for security, of the claim referenced in this evidence	emed filed under 11 U.S.C. § 1111(a). Transferee 101(e)(2), Fed. R. Bankr. P., of the transfer, other
CF Claims LLC Name of Transferce	Thierry Ternier Name of Transferor
Name of Transferee Name and Address where notices to transferee should be sent: Attn: David Sharpe 1345 Ave of the Americas, 23rd Floor New York, NY 10105	Court Claim # (if known):49879 Amount of Claim:\$14,021.00 Date Claim Filed:10/27/2009
Phone: (212) 479-7072 Last Four Digits of Acct #:	Phone:
Name and Address where transferee payments should be sent (if different from above): Phone: Last Four Digits of Acet #:	
I declare under penalty of perjury that the informations of my knowledge and helief. By: Transferee/Aransferee's Agent	on provided in this notice is true and correct to the Date: 13/11/11
Punulty for making a false statement: Fine of up to \$500,000 or impri	DEC 2 2 2011
	U.S. BANKRUPTCY COURT SO DIST OF NEW YORK

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Case No. 08-13555

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TRANSFER OF CLAIM OT	THER THAN FOR SECURITY
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I declare under penalty of perjury that the informations of my knowledge and helief.	ation provided in this notice is true and correct to the
By:	Date: 10/16/11
Transferee/Arausferee's Agent	
	1011 0 A 15 1 15 2 2 3571
Ponalty for making a false statement; Fine of up to \$500,000 or im	prisonment for up to 5 years, or both. To U.S.L. 89 3
	DEC 2 2 2011 U.S. BANKRUPTCY COURT SO DIST OF NEW YORK

Filed 12/22/11 __Entered 01/12/12 15:41:35 ... Main Document

Agreement and Evidence of Assignment Of Claim

- TERNIER, THERRY ("Seller"), its successors and assigns, for good and valuable consideration, the solicitoney of which is freely acknowledged Legenica, interest, a sensor is a sensor of account to a grow of the response consequences of the annual of this first annual of this first annual of this first annual of this first annual of the "Payment", does hereby absolutely, unconditionally and irreveably sell, standar and action unto CF Chims it.

 ("Partitager"), Purchaser's successfort and assigns, and Purchaser agrees to purchase, as of the Effective Bate (as defined below), all of Scient's lights, title and better in and to the claim in the aggregate principal unpoint of US\$10,071.00, as reflected in Proof of Columbia. 049879 (the "Proof of Calam") against 03-13:555 Inhuish Coulers Holdings, fac. (the "Dektor"), the debtorin-passession in the chapter 11 congenitation case, Case No. 03-13355 Inhuish Couler Holdings, Inc. (IMP) (the "Cose"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). including, without imitation, all of seller's rights to receive distributions in respect of the Cisim in connection with the Casa (the "Cisim"). Furthers shall make Payment by check sent to Selfer via first class U.S. Mail promptly following approval of the Cloum. This Agreement and Assignment of Chim (this "Agreement" shall and be ellective until the Payment is received by Seller [tim "Effective Date"].
- Soller bereby represents and warrants to Purchaser that (a) the Proud of Claim was duly and Unitely liked on or before 5:00 year. [prevailing Eastern Time) on September 22, 2009 in accombance with the Court's order soming the detailine for filing proofs of claim in respect of such claims; (ii) the Claim is an allowed, walled liquidated and undequated and non-contingent claim in at least the argunt of US\$14,021.00 against the Debtor; (c) the Claim is not subject to any defense, chain or right of setoff, reduction, impairment, evolutions, disallowance, submidination or preference action, in whole or in part, whether an contractual, legal or equitable grounds, that have been no may be asserted by or on healf of the Debtor or any other party to reduce the amount of the Claim or affect its validity, priority or emocrability) (d) this Agreement has been duly authorized, executed and delivered by Soller and Seller has the requirite nower and authority to execute, deficer and purious this Agreement; fe) no consent, approved, filting or corporate, portnership or other action to required as a cumulation to, or otherwise in connection with, the execution, definery and performance of this Agreement by Seller; (f) this Agreement constitutes the willd, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (g) no payment or other distribution has been received by Seller, or by any third party on behalf of Seller, in hull or partial satisfaction of, or in connection with, the Cisin; (h) no position us the Claim has been sold, exagged or pledged to any third party (in whole or in party; (i) Seller owns and has good and materiable side to the Chim, free and clear of any and all Bens, claims, service rights, security interests, or encumbrances created or incurred by Select or against Solker; [1] Select has not engaged in any acis, cumulct as omissions, or had any midsionship wills the Debter or its affiliates, that will result in Europasar receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other markeured creditors; and (c) Scilics is not an affiliate (as such term is defined in the Hankauptcy Code). Further, Selic acknowledges, lei that Purchaser is an independent party and Purchaser is not acknowledges. on behalf of Seller, and ly represents and warrants to Purchaser that Seller has either obtained legal advice from its own countel to connection furewith or Saller has independently distanting it to enter into this Agreement willout the benefit of curried. Seller acknowledges that Purchaser reserves the right to series the Claim prior to purchase and may refuse to purchase Seller's claim for any reason.
- Saller agrees that in the event Seller shall receive any payments or distributions or notices with respect to or relating to the Claim after the date hereof, soller sholl accept the same as Purchasar's agent and shall hold the same in trust on behalf of and for the sole benefit of Yurchases, and shall promptly deliver the same for hydrodyness and a half same from received three of any withholding, second, claim or deduction of any kind), within the days and in the case of securities, such acceptable be in good debrerable form, with the endorsement of Seller when necessary or appropriate. In the event Seller fails to deliver any such payment or chilabulian within 30 pays of Select's receipt, Sollar chail be evaluated to pay Purchaser Interest on any cash payment or distribution at a rate of 17.99% per annum or the maximum rate permitted by low, from the date of Seller's receipt to the date of Purchater's receipt.
- Selfor heroby waites any objection to the Impafer of the Claim to Purchaser on the books and records of the Debtar and the Court and hereby waters to the fullest extent permitted by law any notice of right to receive notice of a hearing pursuant to such \$600(e) of the Follest Rules of Dankountry Procedure, the Gantauptcy Code, applicable local bonkingticy rules or applicable law, and contents to the substitution of Sellar by Principles for all purposes in the case, including, without limited on, for voting and distribution purposes with respect to the Claim, Purchases agrees to file a notice of transfer with the Court purposes and understands, and hereby utivitates, that an order of the Court may be entered without further notice to Sallar transforming to Purchaser the Transform Claims, recogniting Purchases as the sole owner and holder of the Claim, and directing that all payments or distributions of money or property in respect of the Claim be delivered or made to Pilichastic
- All representations, warranties, covenants and indomnities contained herein shall survive the overwind, delivery and performance of this Agreement and the transactions described herein. Perchases shall be untitled to transfer its rights hereunder without any notice to or the consent of Soller. Soller hereby eases to informity, defend and held Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling parties from and against any and all losses, claims, damages, costs, expenses and liabilities including, without limitation, reasonable attorneys' fees and expenses, which result from Selfer's breach of its representations and warranties made herein.
- Fach of Soller and Purchaser agrees to (a) elected and dolliver, or cause to be described and derivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms of this Agreeneent, including, without limitation, Suiler's cooperation with Purchaser in the event that the Claim may at any time be imposed for any reason whattoever such as in the avent that Debror makes an objection with respect to the Claim.
- Soliter's and purclaser's rights and obligations harmender shall be governed by and interpreted and deleviationed in accordance with the laws of the State of New York (Without regard to any conflicts of law prurision time would exquire the application of the law of nay other justification). Seller and Furchaser each submit to the jurisdiction of the courty located in the Councy of New York in the State of New York. Each party huses consents to service of process by confilled mail at its address listed on the signature page below.
- This Agreement states the entire agreement between the periter concerning the subject matter hersel and supersedes any prior agreements, understandings, or representations with respect to the subject matter hereoff. Any addition or marking to this Agreement must be made in writing and sened by authorized representatives of each of the parties berelo-
- Hony of the provisions of this Agricanent are found to be ununforceable, the remainder shall be unformed as fully as pussible and the unenforceable providing shall be deemed and find or stricken to the extent required to permit enforcement of the relations of the Agreement
- This Agreement may be signed in one or more counterparts. Caratative and electronic scanned copies of this Agreement shall be treated at originals for 11.

IN WITHESS WHEREOF, this transfer of stalm is entered into as of the Effective Date.

SEL	er
TFF	HIER, THIERRY
•	Name: THOUSE TERMER
	mile:
	Date: <u>/O-006-25/6</u> Fax No.: +37 8 679 86 90
	Emile Ellerry @ ternier corp

PURCHASER OF Claims ILC	he.	
lly:	<i>!!!!</i> /	
Title: Date:		_

Agreement and Evidence of Assignment Of Claim

- TERNIER, 'HIERRY, ("Seller"), its successors and assigns, for good and valuable consideration, the sufficiency of which is fromby acknowledged in the amount of US\$1,191.79 (the "Payment"), does hereby absolutely inconditionally and irrevocably sell, transfer and assign unto Of Claims ILC ("Parthaser"), Purchaser's successors and assigns, and Parchaser agrees to purchase, as of the effective Date (as defined below), all of Seller's lights, title and the seller in inthe agreement purchaser agrees to purchase, as of the effective Date (as defined below), all of Seller's lights, title and the seller in inthe agreement of Claim') by the debtor-in-passession in the chapter 11 conganization case, Case No. 08-13555 against 08-13555 latinan Brothers Holding, int, (IMP) (the "Case"), in the United States Bankrupter Court for the Subtlets District of New York (the "marketpur Court"), including, without fimilation, all of Seller's rights to receive distributions in respect of the Claim in connection with the Case (the "Claim"). Furchaser shall make Paymant by check sort to Seller via that class U.S. Mail promptly following approval of the Claim. This Agreement and Assignment of Culin (this "Agreement") shall and be ellective unit the Paymant is received by Saller (the "Effective Date").
- 2. Saller hearby represents and waitants to Purchaser that [a] the Proof of Claim was duly end finicly filed on or before \$400 µm. [prevalling Claims Time] on September 22, 2009 in accordance with the Court's order sating the deadline for filing proofs of claim in respect of such claims; (ii) the Claim is an allowed, valid, liquidated and undisputed and mon-contingent claim in at least the amount of US\$14,021.00 against the Debtor; (c) the Claim is an allowed, valid, liquidated and undisputed and mon-contingent claim in at least the amount of US\$14,021.00 against the Debtor or any other is an allowed, valid, liquidated and undisputed and mon-contingent claim in at least the amount of US\$14,021.00 against the Debtor or any other party to reduce the amount of the Claim or allock the equitable grounds, that have been or only be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or allock the validity, priority or embrecability) (d) this Agreement first been duly suthersted, executed and althorize to execute, defiver and purform this Agreement; (e) no consent, approved, filing or corporate, purincuship or other action is required as a condition to, or otherwise in connection with, the execution, debtory and purformance of this Agreement by Seller; (f) this Agreement constitutes the using largest and binding agreement of Seller, enforceable against Seller in secondance with its terms; (g) he payment or other distribution has been received by Seller, or by any third party (in whole or in party) is seller owns and has good and marketable title to the Claim, free and clear of any and all Sens, claims, expoil rights, security interests, or enumbrances created or incurred by Seller or against Seller; (i) Teller that not analysis of any and all Sens, claims, expoil rights, security interests, or enumbrances created or incurred by Seller or against Seller; (ii) Teller that not analysis of sense or any acts, security interests, at enumbrances created or incurred by Seller is not an a
- 4. Saller agrees that in the event Scher shall receive any payments or distributions or notices with respect to or relating to the Claim after the date hereof, Solice shall accept the same as Purchaser's agent and shall hold the same in trust on behalf of and for the sole benefit of Purchaser, and shall promptly deliver the same forthwith to Purchaser in the same form received three of any withholding, set off, takin or deduction of any kindly within an days and in the curso of securities, such accurates a fill be in good deliverable form, with the endorsement of Seller when necessary or appropriate. In the event Seller fails to deliver any such payment or distribution within 30 days of Seller's receipt, Solier shall be cultigated to pay Purchaser Interest on any cash payment or distribution at a rate of 17.99% per annum or the maximum rate permitted by how from the date of Seller's receipt to the date of Purchaser's neetly in the same of the seller's receipt.
- 5. Seller haraby waives any objection to the imaster of the Calm to Purchaser on the books and records of the Debtor and the Court and hereby waters to the fullest extent permitted by law any notice or right to receive notice of a hearing purposant to take 3001(e) of the Federal Rules of Dankruptcy Procedure, the Osinburgtry Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limiterion, for voting and distribution purposes with respect to the Chain, Purchaser agrees to file a notice of transfer with the Court purvant to Federal Rule of Bankruptcy Procedure 300(e) including this Agreement. Seller acknowledges and understands, and intensity stipulates, that an order of the Court may be entered without further notice to Seller statisfering to Purchaser. Further and holder of the Claim, and directing that all payments or distributions of money or property in respect of the Claim be deflected or made to Purchaser.
- fit. All inspresentations, warranties, coverants and indemnities contained herein shell survive the execution, dubway and performance of this Agreement and the transactions described borons. Furthers about the untitled to transfer its rights browned without any notice to on the consent of Salve. Solin hardly egrees to indumnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons hardless from and against any and til issues, claims, damages, earls, expenses and liabilities including, without limitation, reasonable attorneys' fees and expenses, which result from Selfer's breach of its representations and warranties made hardin.
- 7. Fach of Soller and Purchaser agrees to (a) execute and depices, or cause to be executed and depiced, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to affect and further and purposes, and carry out the terms of this Agreement, including, without limitation, Suker's cooperation with Purchaser in the count that the Claim may at any time be imposed for any region whatever such as in the event that Debtor stoles an objection with respect to the Claim.
- 6. Soller's and Purchaser's rights and obligations harmoder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of Law provision that application of the law of noy other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courte located in the County of New York in the State of New York. Each party have consents to service of process by certified mail at its address listed on the signature page below.
- 9. This Agreement states the entire agreement between the parties concerning the subject matter hereof and supersedes bity prior agreements, and addition or modification to this Agreement must be made in writing and search by authorized appreciantatives of each of the parties herefo.
- 10. If any of the provisions of this Agmonient are found to be ununiversable, the remainder shall be anforced as fully as pussible and the uncertweetable provision(s) shall be deemed modified or suicken to the extent required to permit enforcement of the regarded of the Agreement.
- 13. This Agreement may be signed in one or more counterparts. Facilities and electronic standard copies of this Agreement shall be treated as originals for purposes of enforcement.

PURCHASER OF Claims 11C

Name: Talo: Date:

IN WITHESS WHEREOF, this fransfer of cialm is entered into as of the effective bake.

SEILER YFRNIFR, TH	HERRY
· By: S	THREELY TERMER
Title: Date: For No Email:	